

### Remarks

Applicants include herewith a Petition for a one month extension of time to reply along with the appropriate fee. Note that a due date for four months fell on a weekend whereby this Amendment is being filed on the first business day thereafter.

Applicants hereby cancel claims 1-4, and 21-41 without prejudice in light of the restriction requirement of the remaining claims which election Applicants hereby confirm.

Applicants add claims 42-47. It will be seen that these claims are based on original claim 5 and provide additional limitations in independent form. No additional fees are believed to be due because of the claims canceled from the application for which fees were originally paid. However, to the extent such fees may be due, then Applicants give permission to add these fees onto the credit card form which is attached.

### *Claim Objections*

Claims 5 and 7 are objected to due the use of the term "within" rather than "between" layers. Applicants believe the term "within" is actually appropriate because the wire mesh could be bonded to a layer by melting the layer, by injecting the layer around the mesh, by providing the mesh between two or more layers and melting the layers, by providing a bonding layer that melts around the mesh while outer layers do not necessarily melt, and so forth. Thus, the term "between" may be more confusing. However, Applicants have added the term "bonded" to claim 5 to help indicate this although this is believed unnecessary and the term is actually added to distinguish the prior art as discussed subsequently. Of course, the term "within" could also cover the situation where the mesh is bonded between two or more layers.

### *Claim Rejections - 35 USC § 112*

Claims 5 and 16-20 stand rejected under 35 U.S.C. 112 as being indefinite. It is submitted that a mesh cannot have openings ranging from zero percent and upwards because a mesh must have openings. Applicants respectfully submit that to be highly technical nothing is purely solid. There are always "openings." Even the most dense material on the atomic level is almost entirely space. Clearly, however meshes can be very woven very tightly with small wires so that little or no visible light passes therethrough. Accordingly, Applicants have changed the claim language to the effect that at one end of a range zero or substantially zero percent of the light passes through. Accordingly, Applicants respectfully submit that the rejection is obviated by the amended claim language.

Claim 6 refers to a wire looped completely around another wire as is now specified. Typical weaving systems cannot do this. An example is chicken wire.

Claims 14 and 15 are stated to be unclear because Dutch and heddle weaves are not familiar terms in the art. In fact, these are very familiar terms in the art of weaving among a very large number of types of weaves. A simple Internet search will confirm this. Moreover, Applicants has provided pictures of such weaves. However, Applicants have chosen these particular weaves from among the large number of different types of weaves because Applicants believe they are especially useful in Applicants design because due their ability to reduce knuckles (the raised wire intersections) to virtually flat levels, as explained in some detail in the specification. Accordingly, with flat or relatively flat knuckles these weaves produce a special visual effects. In one implementation a tight weave may even produce something approaching a mirror like effect, if desired.

Claim 21 is stated to be bendable. Applicants have amended claim 21 to further specify non-glass material which is bendable to a permanent deformation or breaking point by a "predetermined" amount. This appears to be significantly more specific. The range is limited and specified as predetermined. The material is more specific. Clearly, the construction of wire

mesh and non-glass layers are not like food-wrap which has no apparent permanent deformation or breaking caused by mere bending (as opposed to stretching).

***Claim Rejections - 35 USC § 103***

Claims 5-13, and 16-23 stand rejected under 35 U.S.C. 103(a) as unpatentable over FR 2808473 ('473). As understood, a complete translation will be provided with this Office Action. Accordingly, Applicants respectfully request that Applicants be allowed to respond to any additional information that may be used to support rejections prior to a final Office Action.

As best understood, the Office Action states that '473 discloses the originally claimed elements except that the '473 does not specify the percentage of openings with respect to the total surface area. In fact the '473 does not provide any information about a woven wire mesh in the figures.

In order to establish a prima facie case under 35 U.S.C. 103(a) all the claim limitations must be taught or suggested by the prior art. The showing must be clear and particular. See, e.g., *C.R. Bard*, 157 F.3d at 1352, 48 USPQ2s at 1232. See M.P.E.P. 2143.03.

The absence of such teachings concerning ranges of openings indicates that the '473 is not concerned with aspects of light transfer when using the screen for decorative purposes. Nor does it appear that the type of weave itself is important the '473. Accordingly, Applicants amended claim 5 provides that the assembly is more reflective on one side than the other as may be desirable for architectural reasons. The '473 does not seem concerned about this type of application and clearly does not show it. Applicants have also amended claim 5 to provide that the assembly is bonded together. It is difficult to tell if this is the case with the '473 since some embodiments therein, such as that of Fig. 10, suggest that the screen may be moved within the

layers.

Claims 6 and 47 further amplify the possibilities by providing that the mesh itself is more reflective on one side than the other thereby increasing the possibility of beautiful architectural effects which are presently unavailable.

Claims 7 and 43 introduce triangular wire. Clearly '473 does not foresee this or the possibilities of the types of reflections and walls or surfaces or visual effects that can be created thereby.

Claims 9 and 45 calls for the woven wire mesh to have round and flat wires. Such a woven mesh is unusual in itself. The '473 provides a non-woven grid in Fig. 16 with different types of wires however this is clearly not the same. There is no teaching or suggestion of a woven mesh with different types of wires whereby the visual effect will quite different.

Claims 10 and 44 more generally calls for woven mesh with different types of wires. As discussed above with respect to claim 9, the '473 does not show this at all.

Claim 11 calls for being able to replace a standard window assembly with the present construction to permit easy installation of pre-built panels. This does not appear to be shown in '473.

Claims 13, 14, 15, 16, and 45 denote special weaves that can be used to produce special effects. As an example, in one implementation a tight weave with flat knuckles might even produce something approaching a mirror like effect, if desired. Obviously, if the openings were substantial, then the mirror like effect may produce unusual visual effects unlike those normally or perhaps ever seen. Certainly, this gives rise for increasingly artistic effects in basic building components such as walls.

Claims 23 and 42 add a feature unlike anything shown by the '473 with twisted non-round wires. It will be appreciated that this assembly may be used to produce some very unique visual effects.

#### **Discussion**

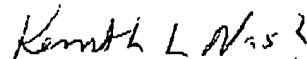
As best as can be determined, the '475 does not even seem concerned with the effect of

the weaves. However, in any case as noted above, to establish a prima facie case under 35 U.S.C. 103(a) all the claim limitations must be taught or suggested by the prior art. The showing must be clear and particular. The '473 clearly does not show the features of the amended and added claims. Accordingly, the rejection is respectfully traversed based on the amendments provided to the claims.

### Summary

Applicants submit that the amendments and comments provided above place the application in condition for allowance.

Respectfully submitted,



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### CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office, Fax No. 571-273-8300, on the 17<sup>th</sup> day of OCTOBER, 2005.



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